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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CAI INTERNATIONAL, INC.,

Plaintiff,

v.

MEGAFLEET (PRIVATE) LIMITED,
INSHIPPING (PRIVATE) LIMITED, INSHIP
(PRIVATE) LIMITED, INSERVEY
PAKISTAN (PRIVATE) LIMITED,
MEGAIMPEX PAKISTAN (PRIVATE)
LIMITED, MEGA IMPEX (PRIVATE)
LIMITED, MEGATECH (PRIVATE)
LIMITED, MEGATRANS PAKISTAN
(PRIVATE) LIMITED, INTRA 21 (PRIVATE)
LIMITED, INTRA TWENTY ONE
(PRIVATE) LIMITED, MSC PAKISTAN
(PRIVATE) LIMITED, FORBES FORBES
CAMPBELL & CO (PRIVATE) LIMITED, M-
LOG (PRIVATE) LIMITED, FORBES
SHIPPING (PRIVATE) LIMITED, FORBES
LATHAM (PRIVATE) LIMITED, FORBES
TELECOMMUNICATIONS (PRIVATE)
LIMITED, FORBES TELECOM (PRIVATE)
LIMITED, MEGATRAVEL PAKISTAN
(PRIVATE) LIMITED, SEACON (PRIVATE)
LIMITED, SEALOG (PRIVATE) LIMITED,
SEAEXPRESS (PRIVATE) LIMITED,
FORBES LOGISTICS (PRIVATE) LIMITED,
FORBES LOGICOM (PRIVATE) LIMITED,
MEGARAIL (PRIVATE) LIMITED,
MEGATRANSPORT (PRIVATE) LIMITED,
FORBES SHIPPING COMPANY (PRIVATE)
LIMITED, M. HABIBULLAH KHAN,
MEGAFEEDER (PRIVATE) LIMITED,

Defendants.

No. 07-CV-3728(LLS)

**DECLARATION OF WAN HEE LEE IN
OPPOSITION TO DEFENDANTS'
MOTION TO VACATE THE ORDER
OF MARITIME ATTACHMENT**

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I, **WAN HEE LEE**, declare as follows:

1. I am the General Agent of Shine Pyung Corporation ("Shine Pyung") and the Marketing Agent of Spinnaker Leasing Corporation in Seoul, Korea.

2. Shine Pyung is an ocean cargo container maintenance supply company that occasionally brokers container leases.

3. I am one of the people at Shine Pyung responsible for brokering container leases and was responsible for brokering the Agreements¹ between CAI and Lessees in the above captioned action. As such, I am fully familiar with the facts and circumstances of this matter. I respectfully submit this Affidavit in Opposition to Defendants' Motion to Vacate the Order of Maritime Attachment.

4. For convenience, when corresponding with foreign customers I use the nickname "Tony."

5. On April 10, 2006, Mr. Jae Man Hur, President of Shine Pyung forwarded an e-mail from Hanjin Shipping regarding an individual named Mr. Habib Ullah Khan. Mr. Jae Man Hur instructed me to follow up with Mr. Khan regarding terms of a proposed lease including the required equipment quantity, desirable lease period, and technical specifications required.

6. Around the same time, I was introduced to Susan Fox, Director, Marketing Administration of CAI.

7. On or about April 14, 2006, I began discussing a long term lease with M. Habibullah Khan, Chairman & Managing Director of the Mega & Forbes Group on behalf of

¹ Capitalized terms have the meaning ascribed to them in the Declaration of Elizabeth M. Rotenberg-Schwartz, dated June 22 2007, ("Rotenberg-Schwartz Decl.").

CAI. Mr. Khan indicated his Group needed containers for a new venture, a steamship line operated by Megafeeder, a company in the Group.

8. During the course of our negotiations, Khan introduced me to Shakeel Haider a/k/a Shakeel Hyder ("Hyder"), Senior Manager of Megafeeder, through e-mail correspondence on which he copied Hyder.

9. While Khan and I negotiated the price and delivery terms of the Agreements, Hyder and I negotiated all technical specifications and details. At all times, Khan represented to me that both he and Hyder had authority to negotiate and enter into the Agreements on behalf of the Mega & Forbes Group and Megafeeder.

10. At CAI's request, the Mega & Forbes Group provided me with its financial statements for the year ending June 30, 2005. A copy of what they provided me is attached as Exhibit "A."

11. On or about May 4, 2006, CAI requested that the Mega & Forbes Group complete a credit application and confirm which company or companies would be leasing the containers pursuant to the Agreements. E-mail from Susan Fox, Director, Marketing Administration, CAI, to Tony, General Agent, Shine Pyung Company (May 4, 2006, 08:59 AM) attached as Exhibit "B."

12. On or about May 4, 2006, I forwarded Ms. Fox's e-mail to Khan and asked him to review the draft lease and to advise me which entity would serve as the lessee. E-mail from Tony, General Agent, Shine Pyung Company, to Habibullah Khan, Chairman & Managing Director, Mega & Forbes Group (May 4, 2006, 05:55 PM) attached as Exhibit "C."

13. On or about May 4, 2006, Hyder informed me that the lease would be "executed in the name of Megafeeder (PVT) Limited, an associate undertaking of Mega &

Forbes Group." E-mail from Shakeel Hyder, Senior Manger, Megafeeder, to Tony, General Agent, Shine Pyung Company (Jan. 9, 2006, 02:26 PM) attached as Exhibit "D."

14. On or about May 10, 2006, Susan Fox of CAI informed me that Mega & Forbes Group would need to remain a co-lessee to the Agreements. I forwarded Ms. Fox's e-mail to Khan requesting that he confirm he assented to this arrangement. E-mail from Tony, General Agent, Shine Pyung Company, to Habibullah Khan, Chairman & Managing Director, Mega & Forbes Group (May 10, 2006, 02:28 PM) attached as Exhibit "E."

15. On or about May 10, 2006, Khan replied, informing me that Megafeeder and Mega & Forbes Group would be co-lessees to the Agreements. E-mail from Habibullah Khan, Chairman & Managing Director, Mega & Forbes Group to Tony, General Agent, Shine Pyung Company (May 10, 2006, 02:45 PM) attached as Exhibit "F."

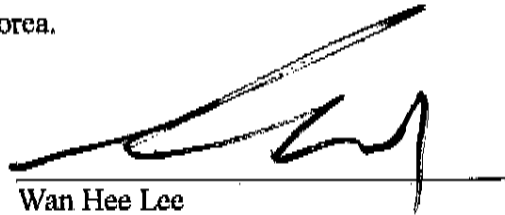
16. On or about May 11, 2006, Khan informed me that Hyder would execute the Agreements and send them via facsimile. E-mail from Habibullah Khan, Chairman & Managing Director, Mega & Forbes Group to Tony, General Agent, Shine Pyung Company (May 11, 2006, 04:30 PM) attached as Exhibit "G."

17. After execution of the Agreements, Khan made contact with me to see if it would be possible for Megafeeder and the Mega & Forbes Group to transfer the containers involved to Mediterranean Shipping Company ("MSC"). MSC is a company for which, Khan stated, the Mega & Forbes Group acts as agent in Pakistan. I spoke to him on the telephone about this subject and received emails from him. At no time during these or any other discussions did Khan dispute the fact that Megafeeder and the Mega & Forbes Group were parties to the Agreements. To the contrary, by taking steps to mitigate liability by transferring

the containers to MSC, Khan recognized the obligations under the Agreements as liabilities of Megafeeder and the Mega & Forbes Group.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed June 22, 2007 in Seoul, Korea.

A handwritten signature in black ink, appearing to be 'Wan Hee Lee', written over a horizontal line.

Wan Hee Lee